

STATE OF DELAWARE
Division of Vocational Rehabilitation
REQUEST FOR PROPOSALS
Project SEARCH Program
Supported Employment Services (SE)

ISSUED BY Department of Labor, Division of Vocational Rehabilitation
CONTRACT NUMBER: DOL/DVR-14003

I. Overview

The State of Delaware Department of Labor, Division of Vocational Rehabilitation (DVR), seeks professional services to expand service delivery in the Dover, Delaware metropolitan area for DVR eligible youth in transition from high school to the world of work utilizing the Project SEARCH model. DVR is requesting proposals for vocational rehabilitation services for individuals with disabilities leading towards employment. There are a limited number of services identified in this RFP. It is our wish to expand service options and facilitate informed choice for eligible individuals in metropolitan Dover, Delaware. It is the goal of this Request for Proposal to identify vendor(s) and execute a contract(s). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 05/27/14
Mandatory Pre-bid Meeting	Date: 06/09/14 at 10:00 AM
Written Questions Due	Date: 06/16/14
Deadline for Receipt of Proposals	Date: 06/24/14 at 2:00 PM (Local Time)
Public Proposal Opening	Date: 06/25/14 at 10:00 AM (Local Time)
Estimated Notification of Award	Date: 07/10/14

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING – A mandatory pre-bid meeting has been established for this Request for Proposal and shall be held at the DVR office, 1114 S. DuPont Hwy., Carroll’s Plaza, Suite 105, Dover, DE 19901, Conference Room C.

II. Scope of Work (SOW)

Program Description

The Delaware Project SEARCH is a combined education and work experience program for students with developmental/intellectual disabilities who have completed their high school academic requirements, but who have not yet officially exited high school. This 1-year program prepares students for competitive employment in the community. The students learn employability skills in the classroom for the first hour and last half hour of the day. The balance of the day (4 hours approximately) is devoted to internship experiences for which they applied, were interviewed and selected. The work assignments are unpaid. There are three rotations of internship assignments during the program year. Internships are designed to teach competitive and marketable skills. Students receive job coaching services in these job assignments, which diminish as students master the tasks of each rotation. The

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outcome goal of the Project SEARCH program is for each student intern to be placed in a competitive job no later than 3 months after the end of the Project SEARCH program year.

DVR is seeking Community Accredited Rehabilitation Facilities (CARF) and Division of Developmental Disabilities Services (DDDS) accredited vendors to provide customized supported employment; job development, placement and job coaching services.

A detailed description(s) of requested services are located in Appendix B of this document; including fee schedules and outcome milestones. This document and any subsequent attachments provide necessary information to prepare and submit proposals for consideration. Please read this document carefully and follow the instructions as suggested.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. The successful Vendor will provide DVR with proof of State of Delaware Business Licensure.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, IV, Section D, Item 6, subsection f.

B. General Evaluation Requirements

1. Experience and Reputation (e.g. business and/or client references, awards or citations, or professional association affiliations)
2. Expertise in working with individuals with disabilities (include all personnel resumes, credentials and/or certifications)
3. Capacity to meet requirements (size, financial condition, organizational chart)
4. Location (geographical)
5. Demonstrated ability

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware, to the persons listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may

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disqualify the vendor. **Vendors should rely only on written statements and questions addressed issued by the RFP designated contact by 06/16/14 and posted as an addendum to the bid solicitation at www.bids.delaware.gov.**

Barbara Boese, DVR Contracts Administrator or Sandra Miller, DVR Transition Coordinator
Division of Vocational Rehabilitation
4425 N. Market St.
Wilmington, DE 19809
Barbara.Boese@state.de.us or Sandra.J.Miller@state.de.us

5. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

6. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

7. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposal and Format

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Bidders who submit proposals for DVR purchase of service agreements:

- Are encouraged to be brief, clear, complete and realistic in the presentation of ideas.

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- Are required to submit 6 typewritten, single-spaced, proposals with numbered pages stapled organized with a cover letter identifying the attached required documents of the RFP; and 1 electronic copy in PDF and Microsoft Word format on a USB memory stick .
- Bidders must meet the criteria set forth in the Request for Proposal. Please do not submit additional brochures, promotional materials or additional information that is not requested within the RFP.
- Shall submit a proposal to DVR signed by the responsible party.
- Shall submit a proposal delivered in a sealed package or envelope.

All properly sealed and marked proposals shall be delivered to the Division of Vocational Rehabilitation and no later than **2:00 PM on 06/24/14**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Barbara Boese, DVR Contracts Administrator
Division of Vocational Rehabilitation
4425 N. Market St.
P.O. Box 9969
Wilmington, DE 19809-0969

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO DOL/DVR-14003” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **2:00 PM (Local Time) on 06/24/14**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **09/30/16**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

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7. Proposal Opening

Sealed proposals will be opened on **06/25/14 at 10:00 a.m. 3rd floor room 276, DVR Central Office located in Fox Valley, 4425 North Market Street, Wilmington, Delaware.** The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential or proprietary information. Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

10. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of the Scope of Work for client services as described in Appendix B. This contract does not allow subcontracting assignments. The vendor(s) assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required.

11. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

12. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

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13. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

14. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. [§ 6986](#); DVR agency head has determined that multiple source contracting is an objective of this RFP.

15. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further. Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers.

16. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

17. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

18. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract(s).

The contract shall be awarded to the vendors whose proposals are most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

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C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected. The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of Vocational Rehabilitation, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor(s) in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team. DVR reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#), selection based on the following criteria:
 - Service capacity(how many may be served in a year)
 - Service locations (county versus statewide)
 - Program Description and Service deliverables

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
The Bidder has identified qualified personnel and appropriate credentials/certifications necessary to provide the services identified in the proposal.	20
The Bidder has a demonstrated record of performance, or the capability to perform in a timely manner with integrity the services in the proposal.	20

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Criteria	Weight
The Bidder's financial condition, management, and physical facilities (if applicable) are adequate to provide the services identified in the proposal.	15
The Bidder has identified a plan to provide services and method documentation of the services	20
The Bidder has described how services are provided in a manner consistent with maximizing a consumer's vocational potential relative to their vocational goal and/or outcome.	20
Documentation provided meets RFP requirements.	5
Total	100%

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. General Information

- a. The term of the contract between the successful bidder and the State shall be for 2.25 years with three (3) optional extensions for a period of one (1) year for each extension (not to exceed beyond 09/30/19).
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract.

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- e. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

3. Collusion or Fraud

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

4. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

5. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

6. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid

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to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899; by telephone: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department, or on the web at <https://onestop.delaware.gov/osbrlpublic/> Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Division of Vocational Rehabilitation
4425 N. Market St.
P.O. Box 9969
Wilmington, DE 19809-0969
Attn: Barbara Boese

e. Indemnification/ General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

f. Insurance

- i.** Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- ii.** The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from

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operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

- iii. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- iv. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

g. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

h. Contract Documents

The RFP, the purchase order, the executed contract and the successful vendor shall constitute the contract between the State of Delaware and the vendor. These documents will constitute the entire agreement between the State of Delaware and the vendor.

i. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware. In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- i. The laws of the State of Delaware;
- ii. The applicable portion of the Federal Civil Rights Act of 1964;
- iii. The Equal Employment Opportunity Act and the federal regulations issued thereunder;
- iv. The proposal submitted must be independently arrived at, without collusion, under penalty of perjury; and
- v. Programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act, and federal regulations issued thereunder.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default. The selected vendor shall keep

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itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

j. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

k. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

l. Other General Conditions

- i. Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final acceptance.
- ii. Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- iii. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
- iv. Definitions.** To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

E. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Appendix A- Minimum Response Requirements
- Appendix B- Scope of Work / Technical Requirements
- Appendix C- Proposal Summary Sheet
- Appendix D- Division of Vocational Rehabilitation Community Rehabilitation Program Assurance Form

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**APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS AND PROPOSAL FORMAT**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing (as set forth in the aforementioned section II. Scope of Services- Appendix B). Vendors are encouraged to review III, B. General Evaluation Requirements, 1-5 and IV, C. 2. Proposal Selection criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criterion listed.
3. One (1) complete DVR Proposal Information Summary (Appendix C) signed copy.
4. One (1) complete DVR Community Rehabilitation Program Assurances Form (Appendix D) signed copy.
5. Delaware Business license (marked as Attachment 1)
6. Proof of Insurance (marked as Attachment 2)
7. Delaware professional license, certification and/or credentials or provisional equivalent (marked as Attachment 3).
8. Agency organizational chart where there are two or more employees and all agency personnel resumes (mark as Attachment 4).

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following format and order:

1. Cover letter which briefly summarizes the proposing firm's interest in providing the required professional services and identifies the order of attached required RFP documents (Appendixes A-D and Attachments 1 - 4).
2. Six (6) complete paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
3. One (1) electronic copy of the vendor proposal in PDF and Microsoft Word format provided by USB memory stick by the deadline for submission of the proposal.

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APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS
JOB PLACEMENT AND COACHING SERVICES
FOR THE DELAWARE PROJECT SEARCH PROGRAM
WITH BAYHEALTH, DOVER

INSTRUCTIONS:

Describe how you or your agency shall provide and document the service deliverables below by method, frequency, program description, service components, linkages with other services (e.g. transportation, adaptive equipment) and identify who (by job title with credentials and duties) will be responsible for service delivery.

PROGRAM GOAL: The goal of the Project SEARCH program is for each student intern to be placed in a competitive job no later than 3 months after the end of the Project SEARCH program year.

A. PROVIDER AGENCY REQUIREMENTS

1. Provider agencies responding to this Request for Proposals must be responsive to the following requirements and must submit the accompanying documentation with a cover letter as their proposal. Additional relevant documentation may be provided by applicant agency.
 - The Provider shall provide evidence of and maintain CARF accreditation for Job Coaching and Development Services and must fulfill any other relevant requirements of the Division of Vocational Rehabilitation to qualify for their fees and services.
 - Provide copies of relevant CARF accreditation certificates and related documents
 - Provide documentation of current approved DVR service fee schedules for agency
 - Provide any other relevant documentation regarding agency's services to DVR-funded clients
2. The Provider shall demonstrate prior successful experience in job coaching and job development services for individuals with disabilities and, in particular, those with developmental disabilities.
 - Provide a list of relevant past experience including the businesses where jobs have been developed and job coaching provided. Include letters of reference and/or support.
 - Provide a list of the range of individuals served through job coaching and development services. Include examples of particularly challenging success stories and letters of support.
3. The Provider shall illustrate that is has the administrative infrastructure to support the provision and supervision of job coaching and job development services.
 - Provide agency's table of organization including personnel involved with job coaching and development services and supervision.
 - Provide a list of the qualifications, credentials, and experience of key agency personnel involved in the provision and supervision of these services. Knowledge, skills and abilities required include but not limited to:
 - Knowledge of career counseling which includes assisting hard to serve job seekers to develop achievable employment goals in collaboration with the VR counselor
 - Ability to engage consumers and establish trusting, collaborative relationships directed toward the goal of competitive employment in community settings
 - Ability to interview to obtain facts and explore issues
 - Identify obstacles or barriers to employment and the necessary supports to assist with successful employment outcomes
 - Provide education and support to employers as agreed upon by consumers, which may include negotiating job accommodations and follow-along contact with the employer
 - Knowledge of laws, rules, regulations and procedures that govern employment and training activities
 - Knowledge of resources with information on job duties, titles and requirements of various occupations; labor market information
 - Knowledge of community based organizations and social services agencies

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- Knowledge of career counseling methods and techniques (i.e. Motivational Interviewing, Supported Employment, Customized Employment, etc.)
 - Ability to make appropriate referrals for job opportunities
 - Ability to communicate effectively in written and oral form
 - Ability to effectively interact with others from a variety of diverse ethnic, social and/or educational backgrounds
- Provide job descriptions/essential duties for the personnel that will provide and/or supervise the job training and job development services. Essential duties include but not limited to:
 - Helps consumers find and keep competitive employment that is consistent with their skills, abilities, interests and vocational goals
 - Career counseling and assessment of job seeker skill levels
 - Conducts job search
 - Placement assistance
 - Job coaching and on the job training
4. The Provider shall demonstrate effective working relationships and collaboration with organizations that have contracted for their agency's job coaching and job development services.
- Provide a listing of these contract agencies and include letter of endorsement and support.
 - Provide a listing of experience working with programs operated by Kent County Schools and any relevant documentation of the performance of those services.
 - Demonstrate experience with transition-aged students.
 - The Provider shall demonstrate compliance with state and federal statutes and regulations regarding nondiscrimination against any other employee, applicant for employment, or student on the basis of age, race, color, sex, national origin, religion, disability, or in any manner prohibited by law.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del. Code, Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del. Code, Chapter 48 as amended); Drug Free Work Place Act of 1988.

B. DESCRIPTION OF VOCATIONAL SERVICES

1. Job Coaching Services

a. Program Description and Service Components

Job coaches are responsible for training and problem-solving issues related to the student and meeting the employer's expectation. Key elements of job coaching involve linking the student with onsite supports so that, eventually, the coach is able to fade from the internship, thus enabling the student to learn to work independently on the job. The provider agency's responsibilities in Project SEARCH include but not limited to the following:

- i. Target program capacity of twelve (12) youth served in an annual period
- ii. Providing Job Coaches and a Lead Job Coach
- iii. Assisting in the development of Project SEARCH internship rotations
- iv. Fulfilling the requirements of the Division of Vocational Rehabilitation (DVR) milestone activities
- v. Participating in relevant Project SEARCH team and individual student intern review meetings

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b. Milestone Fee Schedule

The Provider Agency will be paid for Job Coaching Service rendered and documented in accordance with the approved DVR payment rate and schedule developed for this program including but not limited to the following:

1st Milestone- Program Enrollment = \$600.00 per student consumer

- Attend Open House for new students
- Initial home visit to meet family
- Complete intake and service plan
- Complete a vocational assessment
- Observation of consumer in community, classroom and business/work site environment
- Summer travel training if indicated
- Assist with obtaining immunizations/health exams and other required work related documents as needed
- Attend host site orientation if applicable

2nd Milestone- Internship Activities = \$2,700.00 (\$900 per internship x 3 required positions per student)

- Consumer specific assessments in the classroom and business (identify interests, preferences, skills and effective instructional strategies)
- Internship site development- meetings and tours of departments, identify duties and complete task analyses
- Jointly with teacher, coordinate schedule and observation of student site visits to select internships
- Internship coaching and assistance with site accommodations or modifications
- Develop natural supports at each site
- Discuss supervisor evaluations with manager and student
- Participate in manager meetings or project celebrations
- Attend staff meetings on student progress
- Job development in the community
- Create consumer specific files to maintain service plan(s), assessments, social history documents, authorizations; and daily, weekly and monthly progress notes related to the service plan and all other case activity
- Complete monthly reporting for DVR

2. Job Placement Services (concurrent with internships)

a. Program Description and Service Components

Job Placement services include all activities related to a search for a job in the community, placement, and identification of training needs. Job Placement services are a required component of the Project SEARCH programs and shall be initiated concurrently with the 3 internships. Activities include, but are not limited to:

- i. Identifying job opportunities that match interests and abilities of the Project SEARCH interns
- ii. Identifying job accommodations and support needs
- iii. Performing follow-up on job leads
- iv. Marketing the individuals to prospective employers
- v. Identifying and arranging on-the-job training needs

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b. Milestone Fee Schedule

The Provider Agency will be paid for Job Placement Services rendered and documented in accordance with the approved DVR payment rate and schedule developed for this program including but not limited to the following:

3rd Milestone- Placement = \$1,850.00 (per student consumer)

- Collaborate with student to develop a resume and interview skills
- Job development in the community if the student is not offered a job at one of the three host businesses (internship sites)
- Coordinate with DVR Counselor to connect student with work incentives and benefits counseling
- Assist student with employment applications, interview logistics (scheduling and travel) and interview follow-up correspondence (thank you letters)
- Job site training as needed
- Document weekly and monthly progress in client file progress notes related to all placement activities
- Complete monthly reporting for DVR

4th Milestone- Closure 90 Days Working = \$1,000.00 (per student consumer)

- Job site training
- Assistance with accommodations or site modifications
- Develop natural supports at the site
- Facilitate follow through with benefits counseling, planning and work incentives
- Document weekly and monthly progress notes in client files related to employment retention activities
- Complete monthly reporting for DVR